

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

000017

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (if other than item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN INFORMATION TECH
8110 GATEHOUSE RD
FALLS CHURCH VA 22042-1252

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG05CB17C

10B. DATED (SEE ITEM 11)

05/11/2005

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

See continuation sheet

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

Delma J. Moore
(Signature of Contracting Officer)

08/14/2007

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

This modification recognizes the award fee earned for the Fourth (4th) evaluation period January 1, 2007 through June 30, 2007 (Ref: FDO Letter dated August 14, 2007). The total available award fee is \$255,764.00, NGIT earned \$238,499.93 or 93.3% of available award fee.

(a) No provisional fee invoice was submitted for payment during this period:

Invoice No.	Amount Paid
Total Amount of Provisional Fee Payments	\$0.00

(b) The total amount of earned award fee less the sum of provisional payments follows:

Fourth (4th) Period Earned Award Fee	\$238,499.93
Less the Total Provisional Fee Payments	(\$0.00)
NET PAYABLE AMOUNT DUE:	\$238,499.93

(c) AN AMOUNT OF \$238,499.93 SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.

(End of Modification 17)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000018

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN INFORMATION TECH
8110 GATEHOUSE RD
FALLS CHURCH VA 22042-1252

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG05CB17C

10B. DATED (SEE ITEM 11)

05/11/2005

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

☐ is extended. ☐ is not extended.

See Schedule

Net Decrease:

-\$26,006.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X

FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT:

Contractor

☐ is not.☒ is required to sign this document and return _____ 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

CHARLENE C. FINE
CONTRACTS MANAGER

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTOR/OFFEROR

Charles C. Fine

15C. DATE SIGNED

8/21/07

16B. UNITED STATES OF AMERICA

Delma J. Moore

16C. DATE SIGNED

8/24/07

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to revise contract Sections B and decrease the funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$10,852,734.96. This allotment is for \$0 and covers the following estimated period of performance: **February 28, 2008.**

(b) An additional amount of \$0 is obligated under this contract for payment of fee.

2. Funding information:

Mod 18	Funded Amount		
	From	Increase	To
Cost	\$10,878,740.96	(\$26,006.00)	\$10,852,734.96
Fee	<u>\$1,206,866.73</u>	<u>\$0.00</u>	<u>\$1,206,866.73</u>
Total	\$12,085,607.69	(\$26,006.00)	\$12,059,601.69

3. Accounting information:

PR	Amount
4200170217	(\$26,006.00)
Total	(\$26,006.00)

(End of Modification 18)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000019

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

1

2

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN INFORMATION TECH
8110 GATEHOUSE RD
FALLS CHURCH VA 22042-1252

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG05CB17C

10B. DATED (SEE ITEM 11)

05/11/2005

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
- ☐ is extended. ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$980,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT:

Contractor

☒ is not.☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Continuation Page of SF30

Delivery Location Code: IVV
NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554 US

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

11/28/2007

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Continuation Page of SF30

The purpose of this modification is to revise contract Sections B and add funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$11,743,644.05. This allotment is for \$890,909.09 and covers the following estimated period of performance: **April 15, 2008.**

(b) An additional amount of \$89,090.91 is obligated under this contract for payment of fee.

2. Funding information:

Funded Amount		
From	Increase	To
\$10,852,734.96	\$890,909.09	\$11,743,644.05
<u>\$1,206,866.73</u>	<u>\$89,090.91</u>	<u>\$1,295,957.64</u>
\$12,059,601.69	\$980,000.00	\$13,039,601.69

3. Accounting information:

PR	Amount
4200226115	\$900,000.00
4200226364	\$80,000.00
Total	\$980,000.00

(End of Modification 19)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000020

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

1

2

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN INFORMATION TECH
8110 GATEHOUSE RD
FALLS CHURCH VA 22042-1252

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG05CB17C

10B. DATED (SEE ITEM 11)

05/11/2005

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

☐ is extended. ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$398,223.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT:

Contractor

☒ is not☐ is required to sign this document and return

0

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Continuation page of SF30

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)


(Signature of Contracting Officer)

12/21/2007

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to add funds and revise contract Sections B as follows:

SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$12,105,664.96**. This allotment is for **\$362,020.91** and covers the following estimated period of performance: **December 5, 2008**.

(b) An additional amount of \$34,782.36 is obligated under this contract for payment of fee.

b. Accounting information:

Funded Amount		
From	Increase	To
\$11,743,644.05	\$362,020.91	\$12,105,664.96
<u>\$1,295,957.64</u>	<u>\$36,202.09</u>	<u>\$1,332,159.73</u>
\$13,039,601.69	\$398,223.00	\$13,437,824.69

PR	Amount
4200229026	\$160,275.00
4200229025	\$237,948.00
Total	\$398,223.00

(End of Modification 20)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000021

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

1

2

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

NORTHROP GRUMMAN INFORMATION TECH
8110 GATEHOUSE RD
FALLS CHURCH VA 22042-1252

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG05CB17C

10B. DATED (SEE ITEM 11)

05/11/2005

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT:

Contractor

☒ is not☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

02/14/2008

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

This modification recognizes the award fee earned for the Fifth (5th) evaluation period July 1, 2007 through December 31, 2007 (Ref: FDO Letter dated February 14, 2008). The total available award fee is \$327,681, NGIT earned \$289,997.69 or 88.5% of available award fee.

(a) No provisional fee invoice was submitted for payment during this period:

Invoice No.	Amount Paid
Total Amount of Provisional Fee Payments	\$0.00

(b) The total amount of earned award fee less the sum of provisional payments follows:

Fifth (5th) Period Earned Award Fee	\$289,997.69
Less the Total Provisional Fee Payments	(\$0.00)
NET PAYABLE AMOUNT DUE:	\$289,997.69

(c) AN AMOUNT OF \$289,997.69 SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.

(End of Modification 21)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000022

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (if other than item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN SPACE & MISSION SY
12011 SUNSET HILLS ROAD
RESTON VA 20190-3404

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG05CB17C

10B. DATED (SEE ITEM 11)

05/11/2005

CODE 174X9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

Net Increase:

\$2,197,821.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT:

Contractor

☐ is not☒ is required to sign this document and return

3

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

CHARLENE C. FINES
CONTRACT MANAGER

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTING OFFICER

Charles C. Fines
(Signature of person authorized to sign)

15C. DATE SIGNED

2/28/08

16B. UNITED STATES OF AMERICA

Delma J. Moore
(Signature of Contracting Officer)

16C. DATE SIGNED

2/28/2008

The purpose of this modification is (1) to execute a name change pursuant FAR 42.1204 and Northrop Grumman Space & Mission Systems request dated December 6, 2007. The contractor name in block 8 is changed from Northrop Grumman Information Technology to Northrop Grumman Space & Mission Systems Corp. (2) add funds; (3) revise contract Sections B, F and J as follows:

1. COVER PAGE : The contractor name is changed to Northrop Grumman Space & Mission Systems Corp. 12011 Sunset Hill Road, Reston, VA 20190-3404

2. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. B.1 DELIVERABLE REQUIREMENTS (GSFC 52.11-90) (OCT 1988) is hereby deleted and replaced with the following deliverables:

Item	Description	Reference	Schedule	Shipping Classification
01	Services and Deliverables In Accordance With Statement of Work and Task Orders	As defined in individual task orders	As defined in individual task orders	See Task Order
02	NASA Financial Management Reports	See G.1 and G.7	Monthly and Quarterly	IV
03	Financial Report of NASA Property in the Custody of Contractors (NF-1018)	See G.10	Annual Report Due By October 15th and Final Report Due As Specified	IV
04	Safety & Health Reports	See H.9	Quarterly	IV
05	GSFC Form 24-27 (LISTS Form) & NASA Form 531 (Name Check Request)	See H.4	As Required	IV
06	Insurance Notification	See I.10	As Specified	IV
07	Small Business Subcontracting Reports (SF-294 & SF-295)	See H.7	As Specified	IV
08	New Technology Reports	See Clause I.1 1852.227-70	Annually and Final	IV
09	DD Form 1419 DoD Industrial Plant Equipment Requisition	See G.8	As Specified	IV
10	Information Technology (IT) Security Plan	See Clause I.1 1852.204-76	December 15, 2005	IV
11	Contract Progress Reports	SOW 4.1	Monthly	IV
12	Integrated Cost Report	SOW 4.2	Monthly	IV
13	Monthly Software Status Report	SOW 4.3	Monthly	IV
14	SF100, Employer Information Report	PEP	Semi Annually	IV

15	Close-Out/Transition Plan	SOW 3.6	Draft Plan Due 12 months prior to the contract end date and Final Plan Due 3 months prior to end of contract	IV
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b. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$14,103,684.05**. This allotment is for **\$1,998,019.09** and covers the following estimated period of performance: **June 5, 2008**.

(b) An additional amount of \$199,801.91 is obligated under this contract for payment of fee.

c. Accounting information:

Funded Amount From	Increase	To
\$12,105,664.96	\$1,998,019.09	\$14,103,684.05
<u>\$1,332,159.73</u>	<u>\$199,801.91</u>	<u>\$1,531,961.64</u>
\$13,437,824.69	\$2,197,821.00	\$15,635,645.69

PR	Amount
4200238673	\$1,288,277.00
4200238675	\$687,322.00
4200239486	\$100,000.00
4200239489	\$122,222.00
Total	\$2,197,821.00

3. SECTION F – DELIVERIES OF PERFORMANCE

Section F is revised to incorporate Section F.4 Delivery Schedule as follows:

F.4 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)

Item	Description	Quantity	Due Date	Addressee
15	Close-Out/Transition Plan	1	Draft Plan Due 12 months prior to the contract end date and Final Plan Due 3 months prior to end of contract	COTR, ACOTR, CO, PM, RMO

4. SECTION J - ATTACHMENTS

a. **Attachment A** Statement of Work (SOW) dated 7/04 is hereby deleted and replaced with the revised attached SOW dated December 6, 2007.

This modification includes full and complete equitable adjustment for the above described changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

(End of Modification 22)

Independent Verification and Validation (IV&V) of Software Services Statement of Work

1. Introduction

1.1. Software Systems IV&V

Independent Verification and Validation (IV&V) is a systems engineering process employing rigorous methodologies for evaluating the correctness and quality of the software system throughout the development life cycle. Verification processes determine whether or not the products of a given development activity conform to the requirements established for the activity. Validation processes evaluate the software system throughout the development life cycle to determine whether or not the software satisfies its intended use and user needs are satisfied within the context of the system. IV&V is performed by an organization that is technically, managerially, and financially independent from the developing organization.

1.2. Scope

This contract is for the performance of IV&V on selected software systems being developed by or for NASA and other Federal, State and local government agencies.

1.3. Terminology

As used in this statement of work the following shall apply:

1. **Project (or development project)** refers to an activity for which software is being generated.
2. The term **Contractor** refers to the contractor organization performing the IV&V of software generated by a Project.
3. **NASA IV&V Project Manager** refers to IV&V Facility civil servant personnel, appointed by IV&V Facility Management, who perform project management functions.
4. **IV&V Task** is the lowest level component of the IV&V effort with the most detailed description.
5. **IV&V Work Breakdown Structure (WBS)** is a standardized description of IV&V tasks. The WBS is written in terms of "what" must be done but not "how" it is to be done (i.e. performance based tasks). The IV&V WBS is part of the IV&V Facility's Management System and can be found in System Level Procedure (SLP 09-1) at <http://ims.ivv.nasa.gov>
6. **IV&V Services** is a generic term used to encompass the scope of work described by the IV&V WBS.

7. **IV&V effort** refers to one or more IV&V tasks being performed on a project (e.g. the space shuttle IV&V effort)

1.4. Approach to IV&V Services Tasking

A task order will define the IV&V services required under this contract for a particular project. The descriptions of the required IV&V tasks from the current version of the IV&V WBS may be duplicated (not referenced) into the task order Statement of Requirements for a given project. On rare occasions, the task descriptions from the WBS will be tailored to the specific needs of the project. The task order (and any subsequent modifications) will define the IV&V services to be performed for a particular project. Therefore, the IV&V Facility WBS can be used by the contractor to understand the *potential* detailed tasks that may be directed via a task order, but the WBS does not include requirements for this contract and WBS modifications are not changes to the contract. Because the technical reporting requirements (e.g. Task Reports, Milestone Reports, and Flight Readiness Reports) for each project vary significantly, the content, format, and delivery requirements of those reports will be specified in each task order.

Once IV&V services have commenced on a project, any re-planning or re-scoping of the IV&V services will be performed with support from the IV&V services contractor.

1.5. Project Interfaces

The NASA IV&V Facility's paradigm for interfacing with a project in the performance of IV&V is as follows. While none of the following are requirements, they do represent the typical IV&V Facility approach to IV&V of projects.

1. Part of the Contractor staff is located at the project site(s) to function as the "eyes, ears, and advocates" of the IV&V effort. (The project site portion of the Contractor Team workforce is normally less than 50% of the entire Contractor Team.) Part of the Contractor staff is located at the IV&V Facility to promote synergism across projects.
2. The Contractor staff is composed of both project domain experts as well as software discipline experts.
3. Management of the Contractor's IV&V effort for a project is located at the IV&V Facility to promote a close working relationship with the NASA IV&V Project Manager and to help effect the synergism described above.
4. Contractor management is located at the IV&V Facility to promote timely and effective working relationships with the NASA staff and management.
5. NASA IV&V Project Managers are located at the IV&V Facility.
6. The project does not have a representative at the IV&V Facility.

As described in IV&V SLP 09-4, some form of Formal Agreement is used to govern the relationship between the IV&V Facility and the project. Below is a graphical representation of the common interfaces between a project and the IV&V effort for that project (Figure 1-1). This graphical representation does not show all interfaces between the IV&V Facility and the

project. For instance interfaces for issue escalation can be highly project dependent, and are therefore not shown in this generalized representation.

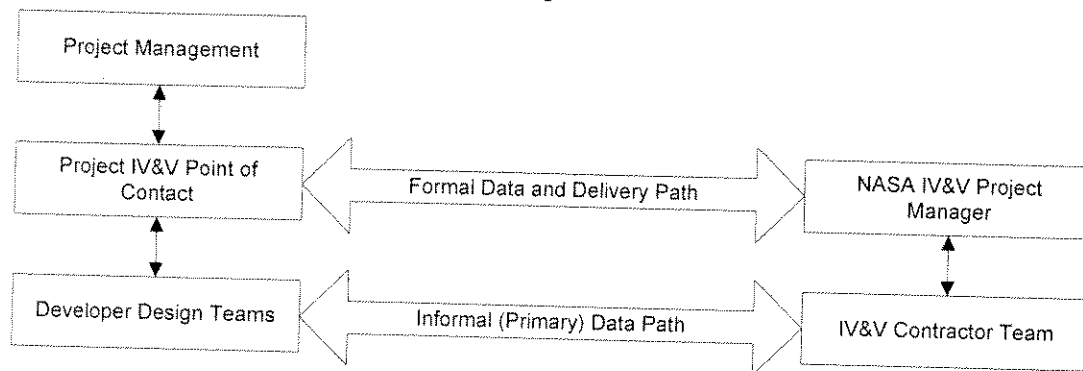


Figure 1-1

As shown, the formal relationship between the project and the IV&V effort is through the NASA IV&V Project Manager and the project's designated IV&V Point of Contact (POC). This POC is sometimes a dedicated individual, but is usually someone in the Project who has other duties, as well. This path is used for all formal deliverables to the project as well as formal interchange of data. The contractor does not normally send formal deliverables directly to the project. Formal delivery to the project is normally

performed by the NASA IV&V Project Manager. This path is also used for any other formal coordination necessary between the IV&V effort and the project (e.g. schedule changes, access to project facilities, scope changes).

Ideally, normal contractor team interaction with the project will be through the various developer/design teams on an informal basis. This is the desired primary data path for conveying IV&V analyses results (e.g. issues and recommendations) in a timely manner to the project. Utilizing this path of communication with the project also ensures a "no surprises" policy where the developer is not surprised by analysis results being communicated through the chain of authority. This "no surprises" policy helps to build effective and cooperative relationships between the developers and the IV&V team. Ideally, the informal path is also the primary path for transmission of software artifacts and project data to the IV&V effort.

2. Reference Documents

The following documents provide useful reference material. They are for informational purposes only. They are not requirements under this contract.

2.1. Government Documents

1. NASA Procedures and Guidelines (NPG) 7120.5, NASA Program and Project Management Processes and Requirements
2. NASA Policy Directive (NPD) 2820.1C, NASA Software Policy

3. NASA Software IV&V Facility Project Manager's Handbook (Draft - August 2003)
4. IV&V Facility Management System documents (<http://ims.ivv.nasa.gov>)
5. NASA IV&V Strategic Implementation Plan. (www.ivv.nasa.gov)

2.2. Industry Documents

1. Institute of Electrical and Electronics Engineers (IEEE)/Electronic Industries Association (EIA) 12207.0-1996, Industry Implementation of International Standard International Organization for Standardization (ISO)/International Electro-technical Commission (IEC) 12207: 1995, Standard for Information Technology—Software Life Cycle Processes
2. IEEE/EIA 12207.1-1997, Guide for ISO/IEC 12207, Standard for Information Technology—Software Life Cycle Processes—Life Cycle Data.
3. IEEE/EIA 12207.2-1997, Guide for ISO/IEC 12207, Standard for Information Technology—Software Life Cycle Processes—Implementation Considerations
4. IEEE Std 1012-1998, Standard for Software Verification and Validation

3. Requirements

This section defines requirements that are applicable to all task orders within the scope of this contract. The set of requirements specific to a given project will be defined in the task order(s) for that project. The task order will describe, in detail, the IV&V services and deliverables required for that project.

3.1. Contractor Management

The Contractor shall manage the associated activities necessary to support the requirements of this contract. The Contractor shall perform both contract-level and project-level management.

3.1.1. Contract-Level Management

Contract-level management activities shall include but are not limited to:

1. Manage, control, and report on the contractor's overall effort to ensure compliance with cost, schedule, and technical requirements;
2. Coordinate the Contractor's IV&V efforts including participation of various levels of management at the IV&V Facility, Center representatives, and others external to the Contractor organization, as required;
3. Ensure proper initiation, scheduling, reporting, and review of the IV&V Services for each project;
4. Optimize the utilization of Contractor personnel across multiple projects;
5. Manage and ensure the performance of any/all subcontractor(s) throughout the period of performance of each subcontract.

3.1.2. Project-Level Management

Project-level management activities shall include, but are not limited to:

1. Manage, control, and report on the specific IV&V Services for each project to ensure compliance with cost, schedule, and technical requirements;
2. Coordinate IV&V Services for each project including participation of project developers, NASA Civil Servants, Government contractors, and others external to the Contractor organization, as required;
3. Optimize the utilization of Contractor personnel within each project;
4. Conduct informal weekly status Tag-Ups, when required, among the Contractor, the NASA IV&V Project Manager, and the project IV&V POC ensure adequate coordination among project IV&V efforts. The Contractor shall document,
5. Respond to, and track the actions resulting from these weekly meetings if requested by the NASA IV&V Project Manager.

3.2. Quality Management and Continuous Improvement

The Contractor shall institute policies, procedures, processes, and metrics that will ensure IV&V products meet contract requirements and will promote continuous improvement of the products and processes. The contractor shall, at a minimum, include International Organization of Standards (ISO) 9001:2000 compliance and metrics as specifically required below in their continuous improvement process.

3.2.1. ISO 9001:2000

The Contractor shall maintain ISO 9001:2000 compliance of their IV&V processes throughout the life of this contract. Should the Contractor not be ISO 9001:2000 compliant for their IV&V processes at the time of their proposal submittal, the Contractor shall become ISO 9001:2000 compliant within 12 months of the contract award.

3.2.2. Metrics

The contractor shall establish and maintain a metrics program that can be used by both the contractor and NASA to evaluate and improve the effectiveness and efficiency of the IV&V services being performed by the contractor.

The IV&V Facility is implementing a metrics program to evaluate and improve IV&V performance Facility-wide. Based on the data requirements of the Facility metrics program, the Contracting Officer may direct the Contractor to modify their collection and reporting of information so as to assist in the effort.

3.3. Contractor Tools Development and Application

The Contractor shall acquire, develop, modify, maintain, and apply, as necessary, tools and methodologies in support of their IV&V efforts. All software tools or methods developed by the Contractor as a part of this contract shall be documented using a Contractor proposed,

COTR approved, documentation scheme. In addition, the IV&V Facility maintains an IV&V Tools Lab that provides tools for use by all Contractors.

Tools or methods shall be approved by the COTR and the associated NASA IV&V Project Manager prior to use. The Contractor may also be required to use specific IV&V tools or methods to evaluate project processes and products or to capture the results of IV&V analyses. Currently, the only tool required to be used by all Contractors is the Project Issue Tracking System (PITS). PITS is used to capture all issues and risks identified during IV&V of a project.

The Contractor shall evaluate and report on tools and methods (e.g., tools developed by Facility's Research Team) on a case-by-case basis when requested by the COTR for the purpose of assessing them for use as an IV&V Facility-wide tool or methodology. Once a new tool has been added to the IV&V Tools Lab, it will become part of the standard tool suite available to all Contractors for IV&V services.

3.4. Data Retention

The Contractor shall maintain and operate a library of each project's related documentation for use by the Contractor and NASA IV&V Facility personnel at a Contractor supplied location. This library shall include:

1. All documentation received from the Project or its contractors relating to the IV&V effort;
2. All correspondence generated as a part of the IV&V effort;
3. All correspondence received relating to the IV&V effort;
4. All deliverables provided under this contract.

At the close of each project, all items in the library related to the project shall be delivered to the COTR in electronic format.

3.5. Cooperation with IV&V Process Improvement and Research

The IV&V Facility has, among others, two Overarching Goals (See 2.1 Ref. 5).

1. Become nationally recognized as a preeminent leader in IV&V expertise, tools, and processes.
2. Develop fully an internationally known and valued software assurance research presence.

The Contractor shall support these goals by making all software development and IV&V analysis products and related measurements received from the project or developed by the Contractor available to NASA. Examples of software development product items are requirements, designs, code, test results, reviews, and discrepancy and change reports. Examples of software development related items are measures of effort, cost, schedule, slippage, activity records, and personnel changes. Examples of IV&V analysis products include tool outputs and analysis documents and notes. Examples of IV&V analysis related measurements include performance measures, analysis effort, and analysis methods used.

The contractor shall also support these goals by coordinating their continuous improvement efforts (see section 3.2) with the IV&V Facility actions designed to achieve the Overarching Goals. This coordination includes attending meetings related to the Overarching Goals and providing inputs and assessments of Facility action plans as requested.

3.6. Close-Out/Transition Plan

The Contractor shall deliver a close-out/transition plan that describes the approach to transitioning the contract/task orders and related documentation to a new contractor. The plan shall describe the transition of software, hardware, each project's related documentation in the library, and ongoing work. A draft plan shall be submitted for Government approval 12 months prior to the contract end date. The final close-out/transition plan shall be received by the Government for approval 3 months prior to end of contract.

4. Contract Deliverables

4.1. Contract Progress Report

The Contractor shall compile, produce, deliver and be prepared to present a Monthly Contract Progress Report. The report shall be delivered on or before the second to last business day of the month during the time the Contractor has any active task orders. The report shall include, but is not limited to:

- a. An overall summary of contract work;
- b. Individual project progress summaries including risks to the IV&V effort and planned activities for the next two reporting periods;
- c. Contract deliverables made during the past month and planned deliveries for the next two months;
- d. Work progress per project; progress shall be measured and reported against published/delivered plans (e.g. 533Q and ICR);
- e. Current contractual problems and/or issues, with proposed corrective actions, and
- f. Status of the contractor's continuous improvement program. The status shall include, but is not limited to:
 - a. Reporting of metrics and analysis of those metrics;
 - b. Reporting of Process Improvement efforts and any corrective actions taken / implemented.
 - c. Reporting of involvement / actions taken in coordination with the Facility Research Program (e.g. brown bag discussion and coordination meetings with research management)

Copies of the Contract Progress Report shall be delivered to the CO, COTR, IV&V Services Lead, and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically.

4.2. Integrated Cost Report (ICR)

The Contractor shall produce and deliver, as part of task order response, an initial ICR. Within each project report, ICR data shall be provided to the "task" level where "task" will be defined in each task order. The ICR shall include the following (for each task):

- a. A schedule of the authorized work in a manner which describes the sequence of work and identifies significant task interdependencies required to meet the requirements of the program.
- b. A time-phased budget baseline, at the control account level. Budget for far-term efforts may be held in higher level accounts until an appropriate time for allocation at the control account level.
- c. Budgets for authorized work with identification of significant cost elements (e.g., labor, material) as needed for internal management and for control of subcontractors.
- d. Identified management reserves and undistributed budget.

The Contractor shall compile, produce, and deliver a Monthly ICR for each project (unless a task order specifically exempts a project). The report shall be delivered on or before the tenth business day following the month during which the Contractor has any active task orders that are not exempt from this report. The report shall include the following (for each task):

- a. Identification of significant differences between planned and actual cost.
- b. Revised estimates of cost at completion.
- c. Authorized changes to the baseline and the effects of such changes in budgets.

Copies of the ICR shall be delivered to the CO, COTR, and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically.

4.3. Monthly Software Status Report (MSSR)

The Contractor shall produce, and deliver an MSSR for each project on the second to last business day of each month (unless a task orders specifically exempts a project). This report shall include, but is not limited to, the following information for the reporting period:

- a. The Contractor's assessment of project software development status and progress as measured against planned progress and milestone achievement.
- b. A description of significant IV&V technical activities performed.
- c. Planned project development activities for the next two reporting periods that are pertinent to IV&V.
- d. Planned IV&V activities for the next two reporting periods, including specific development artifacts necessary to support those activities.

- e. A description of IV&V contributions to the project. The description shall include the impact on the project as well as the project's response. Contributions should be described quantitatively.
- f. Identification and status of significant project software risks and the Contractor's proposed mitigation. Status shall continue on each risk until it is removed. Rationale for all additions/deletions to the list shall be reported.
- g. Summary status of Technical Issue Memoranda (TIMs) and significant changes from the last reporting period.

In addition to the NASA IV&V Project Manager, the MSSR's target audience is the project's IV&V POC and the development Project Manager. Copies of the MSSR shall be delivered to the CO, COTR, IV&V Services Lead, , and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically. Facility personnel will provide a copy of this report to the Project.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 22		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554		CODE 180.V		7. ADMINISTERED BY (If other than Item 6) Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov		CODE 180.V	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Northrop Grumman Space & Mission Systems Corp. 12900 Federal Systems Park Drive Fairfax, VA 22033				(4) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. X NNG05CB17C			
				10B. DATED (SEE ITEM 13) May 11, 2005			
CODE 1V4X9		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA

B/NC: GHP PPC: PS

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


(4) A	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D	OTHER Specify type of modification and authority)
X	FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT: Contractor **X** is not, is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A name change pursuant FAR 42.1204.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delma J. Moore Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/5/2008

The purpose of this modification is to execute a name change pursuant FAR 42.1204 and Northrop Grumman Space & Mission Systems (NGSM) request dated December 6, 2007. The contractor name in block 8 is changed from Northrop Grumman Information Technology to Northrop Grumman Space & Mission Systems Corp. Defense Mission Systems Division.

COVER PAGE : The contractor name is changed to Northrop Grumman Space & Mission Systems Corp. 12900 Federal Systems Park Drive, FP1 7165AA , Fairfax, VA 22033.

(End of Modification 22)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO.

000023

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

1

2

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN SPACE & MISSION SY
12011 SUNSET HILLS ROAD
RESTON VA 20190-3404

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

NNG05CB17C

10B. DATED (SEE ITEM 13)

05/11/2005

CODE 1V4X9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$1,464,269.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation page.

Delivery Location Code: IVV

NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554 US

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

05/27/2008

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

The purpose of this modification is (1) add funds and revise contract Sections B as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. B. 9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$15, 434, 837, 69. This allotment is for \$1,331,153.64 and covers the following estimated period of performance: July 31, 2008.

(b) An additional amount of \$133,115.36 is obligated under this contract for payment of fee.

b. Accounting information:

Funded Amount		
From	Increase	To
\$14,103,684.05	\$1,331,153.64	\$15,434,837.69
<u>\$1,531,961.64</u>	<u>\$133,115.36</u>	<u>\$1,665,077.00</u>
\$15,635,645.69	\$1,464,269.00	\$17,099,914.69

PR	Amount
4200247451	\$1,164,219.00
4200247527	\$300,050.00
	\$1,464,269.00

(End of Modification 23)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000024		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554		CODE IVV	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN SPACE & MISSION SY 12011 SUNSET HILLS ROAD RESTON VA 20190-3404		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C	
				10B. DATED (SEE ITEM 13) 05/11/2005	
CODE 1V4X9		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. _____ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule Net Increase: \$537,500.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT: Contractor ☒ is not. _____ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Delivery Location Code: IVV
NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554 US

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delma J. Moore	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/07/2008

The purpose of this modification is (1) add funds, (2) revise contract Sections B and (3) changes section G.5 invoice address as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. B. 9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$15, 923,474.05. This allotment is for \$488,686.36 and covers the following estimated period of performance:
September 15, 2008.

(b) An additional amount of \$48,863.34 is obligated under this contract for payment of fee.

b. Accounting information:

Funded Amount		
From	Increase	To
\$15,434,837.69	\$488,636.36	\$15,923,474.05
<u>\$1,665,077.00</u>	<u>\$48,863.64</u>	<u>\$1,713,940.64</u>
\$17,099,914.69	\$537,500.00	\$17,637,414.69

PR	Amount
4200257954	\$30,000
4200263357	\$500,000
4200255819	\$7,500
Total	\$537,500

(c) **Section G. 5 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998**

Paragraph (b)(1) address for invoice submittal is changed as follows:

From: Cost and Commercial Accounts Department
Code 155
Goddard Space Flight Center
Greenbelt, MD 20771

To: NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C. Road
Stennis Space Center, MS 39529

(End of Modification 24)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000025

3. EFFECTIVE DATE

08/14/2008

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

IVV

NASA/Goddard Space Flight Center
Procurement Operations Division
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Independent Verif. & Valid. Facility
100 University Dr.
Fairmont WV 26554

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

NORTHROP GRUMMAN SPACE & MISSION SY
12011 SUNSET HILLS ROAD
RESTON VA 20190-3404

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG05CB17C

10B. DATED (SEE ITEM 13)

05/11/2005

CODE 1V4X9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT:

Contractor

X is not

is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)


(Signature of Contracting Officer)

08/14/2008

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

This modification is to recognize the award fee earned for the Sixth (6th) evaluation period January 1, 2008 through June 30, 2008 (Ref: FDO Letter dated August 14, 2008). The total available award fee is \$309,779.00 NGIT earned \$285,771.13 or 92.25% of available award fee.

(a) No provisional fee invoice was submitted for payment during this period:

Invoice No.	Amount Paid
Total Amount of Provisional Fee Payments	\$0.00

(b) The total amount of earned award fee less the sum of provisional payments follows:

Sixth (6th) Period Earned Award Fee	\$285,771.13
Less the Total Provisional Fee Payments	(\$0.00)
NET PAYABLE AMOUNT DUE:	\$285,771.13

(End of Modification 25)